REQUEST FOR SEALED BIDS
FOR
CITYWIDE ANNUAL REPLACEMENT OF TRAFFIC STRIPING
AND PAVEMENT MARKINGS FY 2017-2020

April 10, 2017

Due Date: May 10, 2017 at 1:00PM

Addressed to: City of Goleta
Attention: Bob Morgenstern, Public Works Manager
130 Cremona Drive, Suite B
Goleta, CA 93117

E-Mail: Rmorgenstern@cityofgoleta.org
(inquiries only. No bids accepted via email.)

Mark Envelope: “Sealed Bid: Citywide Annual Replacement of Traffic Striping and Pavement Markings FY 2017-2020. Do not open with regular mail”
CITYWIDE ANNUAL REPLACEMENT OF TRAFFIC STRIPING AND PAVEMENT MARKINGS

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>NOTICE INVITING SEALED BIDS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>6</td>
</tr>
<tr>
<td>BID SCHEDULE</td>
<td>9</td>
</tr>
<tr>
<td>BIDDERS INFORMATION</td>
<td>16</td>
</tr>
<tr>
<td>CONTRACT AGREEMENT</td>
<td>I</td>
</tr>
<tr>
<td>SCOPE OF WORK &amp; GENERAL SPECIFICATIONS</td>
<td>XVI</td>
</tr>
</tbody>
</table>

STREET STRIPING LOCATIONS:
The streets are as follows:

The inventory identified roadway striping and pavement markings on 178 streets. The streets are as follows:

<table>
<thead>
<tr>
<th>ABERDEEN AVE</th>
<th>BRENTWOOD WY</th>
<th>COLOMA DR</th>
</tr>
</thead>
<tbody>
<tr>
<td>AERO CAMINO</td>
<td>BUTTE DR</td>
<td>COLUSA AVE</td>
</tr>
<tr>
<td>ALAMEDA AVE</td>
<td>CALAVERAS AVE</td>
<td>CORALINO RD</td>
</tr>
<tr>
<td>ALBANY CT</td>
<td>CALETA AVE</td>
<td>COROMAR DR</td>
</tr>
<tr>
<td>ALPINE DR</td>
<td>CALLE KORAL</td>
<td>CORONADO DR</td>
</tr>
<tr>
<td>AMADOR AVE</td>
<td>CALLE REAL</td>
<td>CORTONA DR</td>
</tr>
<tr>
<td>AMHERST DR</td>
<td>CAMBRIDGE DR</td>
<td>COVINGTON WAY</td>
</tr>
<tr>
<td>ANCONA AVE</td>
<td>CAMINO CASETA</td>
<td>CRAIGMONT DR</td>
</tr>
<tr>
<td>ARDMORE DR</td>
<td>CAMINO LAGUNA VISTA</td>
<td>CREMONA DR</td>
</tr>
<tr>
<td>ARMITOS AVE</td>
<td>CAMINO TALAVERA</td>
<td>DANBURY CT</td>
</tr>
<tr>
<td>ARMSTRONG RD</td>
<td>CAMINO VENTUROSO</td>
<td>DARA RD</td>
</tr>
<tr>
<td>ARUNDEL RD</td>
<td>CAMINO VISTA</td>
<td>DARTMOOR AVE</td>
</tr>
<tr>
<td>AVENIDA GANSO</td>
<td>CAMINO VIVIENTE</td>
<td>DAVENPORT RD</td>
</tr>
<tr>
<td>AVENIDA GARZA</td>
<td>CANNON GREEN DR</td>
<td>DAWSON ST.</td>
</tr>
<tr>
<td>AVENIDA GORRION</td>
<td>CARLISLE DR</td>
<td>DAYTONA DR</td>
</tr>
<tr>
<td>BARRINGTON WAY</td>
<td>CARLO DR</td>
<td>DEARBORN PL</td>
</tr>
<tr>
<td>BASSANO DR</td>
<td>CAROLDALE LN</td>
<td>DEBBIE RD</td>
</tr>
<tr>
<td>BERKELEY RD</td>
<td>CASTILIAN DR</td>
<td>DEERHURST DR</td>
</tr>
<tr>
<td>BOLLAY DR</td>
<td>CATHEDRAL OAKS RD</td>
<td>DEL NORTE DR</td>
</tr>
<tr>
<td>BRADFORD DR</td>
<td>CHAPEL ST</td>
<td>DURHAM PL</td>
</tr>
<tr>
<td>BRAEBURN DR</td>
<td>CIELO AVE</td>
<td>EDGEWOOD DR</td>
</tr>
<tr>
<td>BRANDON DR</td>
<td>COLFA CX</td>
<td>EKWILL ST</td>
</tr>
</tbody>
</table>

1
<table>
<thead>
<tr>
<th>Street Name</th>
<th>Street Name</th>
<th>Street Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELLWOOD BEACH DR</td>
<td>ORANGE AVE</td>
<td>VALDEZ AVE</td>
</tr>
<tr>
<td>ELLWOOD CANYON RD</td>
<td>OVERPASS RD</td>
<td>VEGA DR</td>
</tr>
<tr>
<td>ENCINA LN</td>
<td>PACIFIC OAKS RD</td>
<td>VERDURA AVE</td>
</tr>
<tr>
<td>ENCINA RD</td>
<td>PAPOVA DR</td>
<td>VIA BOLZANO</td>
</tr>
<tr>
<td>ENTRANCE RD</td>
<td>PALO ALTO DR</td>
<td>VIA SALERNO</td>
</tr>
<tr>
<td>EVERGREEN DR</td>
<td>PARKHURST DR</td>
<td>VIAJERO DR</td>
</tr>
<tr>
<td>FAIRVIEW AVE</td>
<td>PASEO DEL PINON</td>
<td>WAKEFIELD RD</td>
</tr>
<tr>
<td>FIR TREE PL</td>
<td>PATTERTON AVE</td>
<td>WARD DR</td>
</tr>
<tr>
<td>FOREST DR</td>
<td>PEBBLE BEACH DR</td>
<td>WHITMAN ST</td>
</tr>
<tr>
<td>GAVIOTA ST</td>
<td>PEDERNAL AVE</td>
<td>WHITTIER DR</td>
</tr>
<tr>
<td>GEORGETOWN RD</td>
<td>PEMBROKE AVE</td>
<td>WINCHESTER CANYON RD</td>
</tr>
<tr>
<td>GLEN ANNIE RD</td>
<td>PHELPS RD</td>
<td>WINCHESTER DR</td>
</tr>
<tr>
<td>GUAVA AVE</td>
<td>PINE AVE</td>
<td>WINDSOR AVE</td>
</tr>
<tr>
<td>HASTINGS DR</td>
<td>PLACER DR</td>
<td>YOLO</td>
</tr>
<tr>
<td>HEMPSTEAD AVE</td>
<td>PLUMAS AVE</td>
<td></td>
</tr>
<tr>
<td>HOLLISTER AVE</td>
<td>REDWOOD WY</td>
<td></td>
</tr>
<tr>
<td>HUNTINGTON DR</td>
<td>ROBIN HILL RD</td>
<td></td>
</tr>
<tr>
<td>KELLOGG AVE</td>
<td>ROSSMORE RD</td>
<td></td>
</tr>
<tr>
<td>KELLOGG PL</td>
<td>ROTHBURY PL</td>
<td></td>
</tr>
<tr>
<td>KELLOGG WAY</td>
<td>RUTHERFORD ST</td>
<td></td>
</tr>
<tr>
<td>KINGS WAY</td>
<td>SALISBURY AVE</td>
<td></td>
</tr>
<tr>
<td>KINGSTON AVE</td>
<td>SAN BLANCO DR</td>
<td></td>
</tr>
<tr>
<td>KINMAN AVE</td>
<td>SAN MATEO AVE</td>
<td></td>
</tr>
<tr>
<td>LA GOLETA RD</td>
<td>SAN MILANO DR</td>
<td></td>
</tr>
<tr>
<td>LA PATERA LN</td>
<td>SAN NAPOLI DR</td>
<td></td>
</tr>
<tr>
<td>LA PATERA PL</td>
<td>SAN ROSSANO DR</td>
<td></td>
</tr>
<tr>
<td>LANCASTER PL</td>
<td>SANTA BARBARA</td>
<td></td>
</tr>
<tr>
<td>LEXINGTON AVE</td>
<td>SHORES DR</td>
<td></td>
</tr>
<tr>
<td>LINDEMAR DR</td>
<td>SANTA FELICIA DR</td>
<td></td>
</tr>
<tr>
<td>LOS CARNEROS RD</td>
<td>SANTA MARGUERITA DR</td>
<td></td>
</tr>
<tr>
<td>LOS CARNEROS WAY</td>
<td>SARATOGA CT</td>
<td></td>
</tr>
<tr>
<td>LOS NINOS</td>
<td>SAVONA AVE</td>
<td></td>
</tr>
<tr>
<td>LYON PL</td>
<td>SEA GULL DR</td>
<td></td>
</tr>
<tr>
<td>MADERA DR</td>
<td>SHAMROCK AVE</td>
<td></td>
</tr>
<tr>
<td>MAGNOLIA AVE</td>
<td>SHIRRELL WAY</td>
<td></td>
</tr>
<tr>
<td>MALVA AVE</td>
<td>SOMERSET DR</td>
<td></td>
</tr>
<tr>
<td>MANDARIN DR</td>
<td>SONOMA AVE</td>
<td></td>
</tr>
<tr>
<td>MARBURY DR</td>
<td>ST. ALBANS PL</td>
<td></td>
</tr>
<tr>
<td>MARLBOROUGH DR</td>
<td>ST. CHARLES PL</td>
<td></td>
</tr>
<tr>
<td>MENDOCINO DR</td>
<td>ST. GEORGE PL</td>
<td></td>
</tr>
<tr>
<td>MILLS WY</td>
<td>ST. IVES PL</td>
<td></td>
</tr>
<tr>
<td>MIRANO DR</td>
<td>ST. JOSEPH'S ST</td>
<td></td>
</tr>
<tr>
<td>MOMOUTH AVE</td>
<td>STORKE RD</td>
<td></td>
</tr>
<tr>
<td>MUIRFIELD DR</td>
<td>STOW CANYON RD</td>
<td></td>
</tr>
<tr>
<td>NECTARINE AVE</td>
<td>SYLVAN DR</td>
<td></td>
</tr>
<tr>
<td>NEWCASTLE AVE</td>
<td>TECOLOTE AVE</td>
<td></td>
</tr>
<tr>
<td>NEWPORT DR</td>
<td>THORNWOOD DR</td>
<td></td>
</tr>
<tr>
<td>NORTHGATE</td>
<td>TORREY PL</td>
<td></td>
</tr>
<tr>
<td>OLD GLEN ANNIE PL</td>
<td>TUOLUMNE DR</td>
<td></td>
</tr>
</tbody>
</table>
Unit prices herein will apply for a 36-month period beginning with award of the bid. The City may call upon Contractor during the 36-month period for as-needed striping at the proposed rates. Annual cost of living adjustments based of the local CPI can be requested before the beginning of each Fiscal Year (July 1).
NOTICE INVITING SEALED BIDS
FOR FY 2017-2020 ANNUAL CITYWIDE REPLACEMENT OF TRAFFIC STRIPING
AND PAVEMENT MARKINGS
IN THE CITY OF GOLETA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California 93117 up to the hour of 1:00 p.m. on Wednesday, May 10th, 2017 at which time they will be publicly opened.

Copies of the Specifications and Contract Documents are available free online at ebidboard.com, or hard copy from the City of Goleta, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a $10.00 non-refundable fee if picked up, or payment of a $20.00 non-refundable fee if mailed USPS Priority flat rate mail.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rate of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will also be required.

The AGENCY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a sub-contract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or sub-contractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
Bids must be prepared on the approved Bid forms in conformance with the Instructions to Bidders, and submitted in a sealed envelope plainly marked on the outside, "SEALED BID FOR FY 2017-2020 ANNUAL REPLACEMENT OF TRAFFIC STRIPING AND PAVEMENT MARKINGS IN THE CITY OF GOLETA. DO NOT OPEN WITH REGULAR MAIL."

The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

The contract will not be awarded to a Contractor who is not licensed in accordance with the provisions of the Business and Professions Code at the time that the bid is submitted.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of forty-five (45) days.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805-961-7505) or register on the City’s website (www.cityofgoleta.org).

CITY OF GOLETA

[Signature]
Deborah Lopez, City Clerk

Published:
Santa Barbara News Press: April 10, 2017 & April 24, 2017
INSTRUCTIONS TO BIDDERS

BID FORMS

Bids shall be submitted in writing on the Bid forms attached herein. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any bid not meeting these requirements.

BID GUARANTEE

Bids must be accompanied by a bid guarantee consisting of a certified or cashier’s check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount bid. Any bid not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents, the bid guarantee shall be forfeited to the AGENCY. The bid guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF BID

Bids shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR FY 2017-2020 ANNUAL REPLACEMENT OF TRAFFIC STRIPING AND PAVEMENT MARKINGS IN THE CITY OF GOLETA. DO NOT OPEN WITH REGULAR MAIL." Bids may be mailed or delivered by messenger. However, it is the bidder’s responsibility alone to ensure deliver of the bid to the hands of the AGENCY’s designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late bids will not be considered.

WITHDRAWAL OF BIDS

A bid may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY’s designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Bids may not be withdrawn after said hour without forfeiture of the bid guarantee. The withdrawal of a bid will not prejudice the right of the bidder to submit a new bid, providing there is time to do so.

IRREGULAR BIDS

Unauthorized conditions, limitations, or provisions attached to a bid will render it irregular and may cause its rejection. The completed Bid forms shall be without interlineation, alterations, or erasures. Alternative bids will not be considered unless specifically requested. No oral, telegraphic, or telephonic bid, modification, or withdrawal will be considered.
TAXES

No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime Contractor has an interest in more than one bid, all such bids will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal bid as a prime Contractor.

No bid will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of bids.

LEGAL RESPONSIBILITIES

All bids must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a bid shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take the bids under advisement for a period of forty-five (45) days, all as may be required to provide the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.
TO THE CITY OF GOLETA, as AGENCY:

In accordance with the AGENCY’S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this bid is based upon careful examination of the work site, Specifications, Instructions to Bidders, and all other contract documents. If this bid is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this bid.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and certificates (including Endorsement Form 20-10-11-85 – Additional Insured) WITHIN TEN DAYS, not including Saturdays, Sundays and legal holidays, after the AGENCY has mailed notice of the award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY’s option, be considered null and void.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Repaint solid 4” double yellow stripe</td>
<td>292,856</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Repaint 6” solid white</td>
<td>153,287</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Repaint 4” skip white</td>
<td>76,715</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Repaint 6” skip white</td>
<td>55</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Repaint 6” skip yellow</td>
<td>34,244</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Repaint 8” solid yellow</td>
<td>636</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Repaint 4” solid yellow</td>
<td>40,225</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>Repaint 4” solid white</td>
<td>88,382</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Repaint 8” solid white</td>
<td>1,935</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>Repaint stop/limit line</td>
<td>221</td>
<td>EA.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11.</td>
<td>Repaint ‘STOP’ legends</td>
<td>303</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12.</td>
<td>Repaint Crosswalks white</td>
<td>99</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>Repaint Crosswalks yellow</td>
<td>67</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14.</td>
<td>Repaint Crosswalk (ladder) white</td>
<td>6</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15.</td>
<td>Repaint Crosswalk (ladder) yellow</td>
<td>31</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16.</td>
<td>Repaint DIP</td>
<td>3</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Extended Amount</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
<td>--------------------</td>
<td>------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>17.</td>
<td>Repaint ONLY</td>
<td>2</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>18.</td>
<td>Repaint SIGNAL</td>
<td>25</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>19.</td>
<td>Repaint YIELD</td>
<td>22</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>20.</td>
<td>Repaint NO RIGHT TURN</td>
<td>4</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>21.</td>
<td>Repaint NO LEFT TURN</td>
<td>2</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>22.</td>
<td>Repaint PED</td>
<td>19</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>23.</td>
<td>Repaint SLOW</td>
<td>46</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>24.</td>
<td>Repaint SCHOOL</td>
<td>74</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>25.</td>
<td>Repaint XING</td>
<td>1</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>26.</td>
<td>Repaint AHEAD</td>
<td>2</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>27.</td>
<td>Repaint BIKE LANE/Symbol</td>
<td>246</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>28.</td>
<td>Repaint BIKE LANE/Cherows</td>
<td>10</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>29.</td>
<td>Repaint Straight Arrows</td>
<td>17</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>30.</td>
<td>Repaint Left Turn Arrows</td>
<td>382</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>31.</td>
<td>Repaint Right Turn Arrows</td>
<td>92</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>32.</td>
<td>Repaint Thru/Left Turn Arrows</td>
<td>14</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>33.</td>
<td>Repaint Thru/Right Turn Arrows</td>
<td>5</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>34.</td>
<td>Repaint ‘25’</td>
<td>6</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>35.</td>
<td>Repaint ‘35’</td>
<td>20</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>36.</td>
<td>Repaint ‘40’</td>
<td>27</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>37.</td>
<td>Repaint ‘45’</td>
<td>27</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>38.</td>
<td>Repaint ‘50’</td>
<td>2</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>39.</td>
<td>White Non-reflective Marker</td>
<td>1856</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Extended Amount</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>--------------------</td>
<td>------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>40.</td>
<td>White Reflective Marker</td>
<td>3004</td>
<td>S.F.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>41.</td>
<td>Yellow Non-reflective Marker</td>
<td>1616</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>42.</td>
<td>Yellow Reflective Marker</td>
<td>6769</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>43.</td>
<td>Two-Way Blue Reflective Markers (Remove and Replace as needed)</td>
<td>463</td>
<td>Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

$ TOTAL AMOUNT BID IN FIGURES

$ TOTAL AMOUNT BID IN WORDS

*In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.*
CONTINUED BID SCHEDULE
FY 2017-2020 CITYWIDE ANNUAL REPLACEMENT OF TRAFFIC STRIPING AND PAVEMENT MARKINGS IN THE CITY OF GOLETA

On-Call Service: Unit prices herein will apply for a 36-month period beginning with award of the bid. The City may call upon Contractor during the 36-month period for striping as needed at the per unit rates specified in the bid schedule.

CONTRACTOR:

____________________________________________ ______________________
(Signature)

__________________________________________________________________
(Name and Title)

__________________________________________________________________
(Company)

__________________________________________________________________
(Phone, Fax, Email)

Contractor’s License No. __________________________________________

California, _____ day of ______________, 2017.
DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the project to procure materials and equipment from suppliers and vendors as follows:

<table>
<thead>
<tr>
<th>NAME, ADDRESS, PHONE NUMBER</th>
<th>SPECIALTY, LICENSE NUMBER OF SUBCONTRACTORS, SUPPLIERS &amp; VENDORS</th>
<th>TYPE OF WORK TO BE COMPLETED BY SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, address, phone:</td>
<td>Specialty: License #:</td>
<td></td>
</tr>
<tr>
<td>Name, address, phone:</td>
<td>Specialty: License #:</td>
<td></td>
</tr>
<tr>
<td>Name, address, phone:</td>
<td>Specialty: License #:</td>
<td></td>
</tr>
<tr>
<td>Name, address, phone:</td>
<td>Specialty: License #:</td>
<td></td>
</tr>
</tbody>
</table>
BIDDER’S REFERENCES

The following are the names, addresses and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. ______________________________________________ ____________________
   Name and address of owner
   ______________________________________________ ____________________
   Name and telephone number of person familiar with project
   Contract amount/Type of work      Date completed

2. ______________________________________________ ____________________
   Name and address of owner
   ______________________________________________ ____________________
   Name and telephone number of person familiar with project
   Contract amount/Type of work      Date completed

3. ______________________________________________ ____________________
   Name and address of owner
   ______________________________________________ ____________________
   Name and telephone number of person familiar with project
   Contract amount/Type of work      Date completed

The following are the names, addresses, and phone numbers for all brokers and sureties from whom PRINCIPAL intends to procure insurance bonds:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR'S LICENSE REQUIREMENT

The undersigned certifies that he/she is aware that this contract cannot be awarded unless, at the time of the submittal of the bid, he/she is the holder of a valid California Contractor's License proper and adequate for the work required by this contract, and that the failure to obtain proper and adequate licensing for an award of the contract shall result in the forfeiture of the bidder’s security.

Signature and Title of Bidder
or Authorized Representative
BIDDERS’ INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's
Name__________________________________________________________

Business
Address__________________________________________ ______________

Telephone_____________________________Email___________________________

State Contractor's License No. and
Class__________________________________________ ______________

Original Date Issued________________ Expiration Date________________________

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this bid:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid are as follows:

_____________________________________________________________________

_____________________________________________________________________

All current and prior DBA’s, alias, and/or fictitious business names for any principal having an interest in this bid are as follows:

_____________________________________________________________________

_____________________________________________________________________
BIDDERS’ INFORMATION CONTINUED

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

Executed this _______ day of ______________, 2017, at _________________________, California.

_______________________________________________
Signature and Title of Bidder
or Authorized Representative

(NOTARY SEAL)
BID BOND
FOR FY 2017-2020 CITYWIDE ANNUAL REPLACEMENT OF
TRAFFIC STRIPING AND PAVEMENT MARKINGS
IN THE CITY OF GOLETA

KNOW ALL PERSONS BY THESE PRESENTS that Bidder
___________________________, as PRINCIPAL, and
___________________________, as SURETY, are held and firmly bound
unto the City of Goleta, as AGENCY, in the penal sum of
___________________________ which is ten percent of the total amount bid by
PRINCIPAL to AGENCY for the above stated project, for the payment of which sum,
PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is
about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or is
said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the
manner and time specified, and provides the required payment and performance bonds
and insurance coverages to AGENCY, this obligation shall be null and void, otherwise it
shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this _____ day of ______________, 2017

PRINCIPAL:

________________________________________
________________________________________
________________________________________

BY:

________________________________________

SURETY:

________________________________________
________________________________________
________________________________________

Subscribed and sworn to this _____ day of ____________________, 20____.

NOTARY PUBLIC ____________________________________________

(NOTARY SEAL)
NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

State of California  )
County of Santa Barbara  ) SS

The undersigned declares:

I am the ______________________ of _________________________, the party making
the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation. The bid is genuine and
not collusive or sham. The bidder has not directly or indirectly induced or solicited any
other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to
refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of the bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that
of any other bidder. All statements contained in the bid are true. The bidder has not,
directly or indirectly, submitted his or her bid price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereto, to any corporation,
partnership, company, association, organization, bid depository, or to any member or
agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any
person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation,
partnership, joint venture, limited liability company, limited liability partnership, or any other
entity, hereby represents that he or she has full power to execute, and does execute, this
declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this declaration is executed on
_____________________[date], at _______________________[city], ___[state]

Signed ________________________________________

______________________________
Title
Subscribed and sworn to before me this _____ day of ______________, 20____.

Signature _________________________________

Notary Public

(Notary Seal)
BID FOR
FY 2017-2020 CITYWIDE ANNUAL REPLACEMENT OF
TRAFFIC STRIPING AND PAVEMENT MARKINGS
IN THE CITY OF GOLETA

Bids to be received on Wednesday, May 10th, 2017, at 1:00 p.m. at the City of Goleta City Hall.

Completion Time: Thirty (30) Consecutive Working Days unless otherwise agreed upon on specific locations due to upcoming resurfacing work.

Forfeiture Due to Delay - $250.00 Per Calendar Day

ACKNOWLEDGEMENT:

_______________________________________________
Signature and Title of Bidder
or Authorized Representative
This page intentionally left blank.
This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between ___________ (hereinafter referred to as “CONTRACTOR”) and the City of Goleta, California, a municipal corporation (hereinafter referred to as “CITY”).

RE bâtals

A. Pursuant to the Notice Inviting Sealed Bids for Citywide Annual Replacement of Traffic Striping and Pavement Markings, bids were received, publicly opened, and declared on the date specified in the notice.

B. On ___________, Goleta’s City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Citywide Annual Replacement of Traffic Striping and Pavement Markings Project in the City of Goleta.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Citywide Annual Replacement of Traffic Striping and Pavement Markings Project in the City of Goleta. The work shall be performed in accordance with the Scope of Work as described in the Request for Bid (attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the Public Works Director.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk’s Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary
to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. **TIME OF PERFORMANCE:** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s reasonable satisfaction, in accordance with the schedule incorporated in “Exhibit B”, unless extended in writing by the CITY. CONTRACTOR will perform services on an on-call basis during the term of the Agreement in accordance with an agreed-upon schedule determined at the outset of each job.

5. **PREVAILING WAGES:**

Pursuant to Labor Code Sections §§1720 et seq., and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY’s Engineering Division or the website for State of California Prevailing wage determination at [http://www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR’s attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint
apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. **LEGAL HOURS OF WORK:** Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and
CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. **TRAVEL AND SUBSISTENCE PAY:** CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. **CONTRACTOR’S LIABILITY:** The CITY and its officers, agents and employees (“Indemnites”) shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnites harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys’ fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnites covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnites harmless therefrom.
c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the “Notice” section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be
required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

11. **INSURANCE:** With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. **ASSIGNMENT:** This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

13. **INDEPENDENT CONTRACTOR:** CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

14. **TAXES:** CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

15. **LICENSES:** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.

16. **RECORDS:** CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. **SEVERABILITY:** If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

18. **WHOLE AGREEMENT:** This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

19. **AUTHORITY:** CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY’s City Manager may execute any such amendment on CITY’s behalf.

20. **NOTICES:** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**CITY OF GOLETA**
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: Rosemarie Gaglione, Public Works Director

**CONTRACTOR**

__________________________________________________
__________________________________________________
__________________________________________________
__________________________________________________
21. **DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.

22. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

23. **NO THIRD PARTY BENEFICIARY:** This Agreement and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.

24. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

25. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of __________, 2017, at Goleta, California, and effective as of ______________, 2017.

CITY OF GOLETA:

_______________________________________

[INSERT NAME], City Manager

ATTEST:

___________________________________

[INSERT NAME], City Clerk
(seal)

APPROVED AS TO FORM:

___________________________________

[INSERT NAME], City Attorney

CONTRACTOR:

_______________________________________

Name, Title

_______________________________________

CONTRACTOR’S State of California License No.

_______________________________________

CONTRACTOR’S Business Phone No.

_______________________________________

CONTRACTOR’S Emergency Phone No. at which contractor can be reached at any time

_______________________________________

_______________________________________

_______________________________________
EXHIBIT A
Notice Inviting Bids
EXHIBIT B
Contractor’s Bid Proposal

XI
FAITHFUL PERFORMANCE BOND
FOR FY 2017-2020 ANNUAL REPLACEMENT OF
TRAFFIC STRIPING AND PAVEMENT MARKINGS
IN THE CITY OF GOLETA, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that ____________________________,
as CONTRACTOR and _______________________________, a SURETY, are held and
firmly bound unto the City of Goleta as AGENCY, in the penal sum of
_______________________ Dollars and __________ Cents ($___________),
which is one hundred (100) percent of the total contract amount for the above stated
project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR
has been awarded and is about to enter into the annexed Contract Agreement with
AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all
obligations under the contract documents in the manner and time specified therein, then
this obligation shall be null and void, otherwise it shall remain in full force and effect in
favor of AGENCY; provided that any alterations in the obligations or time for completion
made pursuant to the terms of the contract documents shall not in any way release either
CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.
In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's
fee to the owner in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this _______ day of ___________, 20__.

CONTRACTOR*

_____________________________________________________

__________________________________________________________________

SURETY*

__________________________________________________________________

__________________________________________________________________

* Provide CONTRACTOR/SURETY name, address and telephone number and the
name, title, address and telephone number for authorized representative. Power of
Attorney must be attached.

Subscribed and sworn to this _______ day of ___________________, 20___.

NOTARY PUBLIC______________

___________________________

(NOTARY SEAL)

(EXECUTE IN TRIPlicate)
WHEREAS, the City of Goleta as AGENCY has awarded to ________________________________, as Contractor, a contract for the above stated project; and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto AGENCY in the sum of ________________________________ Dollars and __________________ Cents ($__________________) which is one hundred (100) percent of the total contract amount for the above stated project, for which payment well and truly be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withhold, and paid over to the employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The surety hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.
IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ______ day of __________________, 20_____.

CONTRACTOR*
__________________________________________________________________
__________________________________________________________________

SURETY*
__________________________________________________________________
__________________________________________________________________

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative. Power of Attorney must be attached.

Subscribed and sworn to this ______ day of ______________, 20______.

NOTARY PUBLIC_________________________________________________

(EXECUTE IN TRIPlicate)
MAINTENANCE BOND
FOR FY 2017-2020 ANNUAL REPLACEMENT OF
TRAFFIC STRIPING AND PAVEMENT MARKINGS
IN THE CITY OF GOLETA, CALIFORNIA

KNOW ALL PERSON BY THESE PRESENTS THAT WHEREAS, the City of Goleta as AGENCY has awarded to ________________, as Contractor, a contract for the above stated project; and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract guaranteeing maintenance thereof:

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto AGENCY in the sum of ____________________________ Dollars and ____________ Cents ($____________), which is ten (10) percent of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT IS SAID contractor shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the owner in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this _______ day of ________________, 20____.

CONTRACTOR*

______________________________________________
______________________________________________

SURETY*

______________________________________________
______________________________________________

(EXECUTE IN TRIPlicate)
SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools labor, and incidentals as required by the specifications, and contract documents. The general items of work include painting and repainting of traffic striping and pavement markings, replacement of missing markers, the installation of new reflective pavement markers/markers, and the removal of obsolete and/or unnecessary striping and pavement markings. Work shall include the cleaning of soil and debris from areas to be striped prior to actual striping.

LOCATION OF WORK

See “Street Striping Locations” for locations, and “Bid Schedule” for estimates and description of work to be performed.

MATERIALS AND STANDARD SPECIFICATIONS

Materials. Paint for traffic striping shall be rapid dry. Paint for crosswalks, stop bars, arrows other pavement legends and curb markings shall be ready-mixed rapid dry type.

Per list of streets, restripe every existing line and marking on the roadway pavement and replace reflective markers and bott’s-dots where they are missing as needed.

Ready-mixed paints shall be suitable for use on either asphalt concrete or portland cement concrete.

Application. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied in two coats. The second coat of paint shall be applied no less than 24 hours from application of the first coat. Each coat paint shall include glass beads.

Any cost increase greater than 10% must be approved by the City Manager.

SIGNING, STRIPING, AND PAVEMENT MARKERS


District 5 office at 50 Higuera Street, San Luis Obispo, CA 93401-5415 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.
All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

**TRAFFIC STRIPES AND PAVEMENT MARKINGS**

Description. Traffic stripes, pavement markings, and curb marking shall be paint unless otherwise shown on the Plans. Contractor shall repaint any curb markings removed by construction under this contract.

Control of Alignment and Layout. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings shall be removed by wet sandblasting per Section 15-2.02B, "Traffic Stripes and Pavement Markings," and Section 15-2.02C, "Pavement Markers," of the State Standard Specifications.
PAVEMENT MARKERS

Placement. Adhesive for raised pavement markers shall be rapid set type epoxy.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the specifications, the paragraphs set forth below, or other contract documents. The following paragraphs are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers referred to in the following paragraphs coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY. Request for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specification, samples, references, tests, and other details to the full satisfaction of the AGENCY. Requests for substitution of equipment and materials and submission of substantiating data must be submitted in writing no later than thirty-five (35) days after award of the contract.

TIME FOR COMPLETION

The Contractor shall complete all assigned work in every detail within thirty (30) consecutive working days after the date in the Notice to Proceed, exclusive of maintenance periods, except or otherwise agreed upon due to already scheduled road resurfacing.

CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

At least two weeks prior to the start of assigned work, the Contractor shall furnish to the Public Works Manager a schedule of work showing the Contractor's planned sequence of operations. The Schedule shall show the manner of traffic control planned for the complete project, such as partial closures, two flagmen present at all times to control traffic. The list showing lane closures shall be prepared for each day.

Such schedule shall be subject to the review and approval of Public Works Manager. No work shall be done until the Public Works Manager and Contractor have agreed to the schedule to be followed by the Contractor.

Prior to issuing the Notice to Proceed, the Public Works Manager will schedule and conduct a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates and clarify inspection procedures.
ORDER OF WORK

Unless directed otherwise by the Public Works Manager, the order of the various work activities shall be completed at the discretion of the Contractor.

PROSECUTION OF WORK

The Contractor shall submit weekly progress reports to the Public Works Manager. The report shall include updated construction schedule. Any deviations from the original schedule shall be explained.

EXTENSION OF TIME

Requests for an extension of time must be delivered to the Public Works Manager within five consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of the construction schedule required above. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he shall supply daily written reports to the Public Works Manager describing such weather, and the work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

WORKING DAY

The Contractor's activities are normally restricted to the hours between 7:00 a.m. to 7:00 p.m. Monday through Friday, excluding holidays as designated by the City. However, with advanced warning to affected property owners, striping may be conducted during the evening hours. Deviation from these hours will not be permitted without the prior consent of the Public Works Manager except in emergencies involving immediate hazard to persons or property.

FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the work called for under the contract within the time set forth in the Section entitled Time for Completion.

In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay Agency the amount of Two Hundred and Fifty Dollars ($250.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor.

Failure of the Contractor to perform any covenant or condition contained in the contract documents within the timer period specified shall constitute a material breach of this contract entitling the Agency to terminate the contract unless the Contractor applies for,
and receives, an extension of time in accordance with the procedures set forth in Section entitled Extension of Time.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the contract documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the contract documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or of time agreement shall constitute a material breach of this contract entitling the Agency to terminate this agreement. The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section entitled Extension of Time. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

**TRAFFIC AND ACCESS**

The Contractor will be required to maintain at least one lane of traffic in each direction and two flag men to control traffic throughout the project at all times in a manner satisfactory to the City Manager. It is the Contractor's responsibility to provide cones, barricades, lights and any other measures necessary for regulation of traffic.
BARRICADES
All traffic control barricades, signs and devices used by the Contractor shall, at a minimum, conform to the "Manual of Warning Lights and Devices," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than 25 feet apart. The Contractor shall take additional precautions as he may find necessary under the circumstances.

Should Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to Contractor directly.

STREET CLOSURES WILL NOT BE ALLOWED.

PARTIAL AND FINAL PAYMENT

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Monday of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents.

The full ten percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract as provided in Public Contract Code Section 22300.

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City Manager and the County Sheriff's Department prior to beginning work.